

## Term Contract No. 556A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>556A</b>	<b>Transit Bus</b>
<b>Effective Dates</b>	March 22, 2007 through March 22, 2012	
<b>Bid Number</b>	700527 - 601122	
<b>Administrator</b>	Jim Westbrook	
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<b>Last Updated</b>	December 19, 2011	

### 1. Scope of Contract

The scope of this contract is limited to low floor transit buses, alternate equipment, optional equipment, and identified spare parts, as defined herein. This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies.

The largest user of this contract will be grant recipients of the Public Transportation Division, NC Department of Transportation.

#### NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

### 2. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

### 3. Abnormal Quantities

Any agency requirement that exceeds 100 units must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- 1) Purchase may be authorized at the current level of pricing with the current contract vendor(s).
- 2) Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s).
- 3) A separate Invitation for Bids may be issued for the requirement.

### 4. Minimum Orders

This contract will be for a minimum order of one unit for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

## 5. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractors. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

E-Procurement Link: [Statewide E-Procurement Project](#)

## 6. Delivery

The contractor(s) will complete delivery by the time frame that is noted by the line item. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

## 7. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is one unit or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

## 8. Item Pricing Information –

Item #	Product Description	Contractor	Delivery	Unit Cost
1.	40' Heavy Duty, Low Floor Bus with ISL 280 Engine Vehicle GVWR: 40,000 Lbs.	Gillig Corporation	365 Days	\$364,379.00
2,	35' Heavy Duty, Low Floor with ISL 280 Engine Vehicle GVWR: 37,000 Lbs.	Gillig Corporation	365 Days	\$359,873.00
3.	30' Heavy Duty Low Floor Bus Vehicle GVWR: 32,000 Lbs.	Eldorado National	250 Days	\$291,928.21
4.	35' Medium Duty, Low Floor Bus Vehicle GVWR: 36,000 Lbs.	Eldorado National	250 Days	\$279,764.19
5.	31' Medium Duty, Low Floor Bus Vehicle GVWR: 32, 000 Lbs.	Eldorado National	250 Days	\$273,627.63

Pricing for alternate and optional equipment is available upon request. Please contact the contract administrator.

## 9. Catalogs and Price Lists

Contractors are required, upon the request of any user, to provide the user with catalogs and descriptive literature of contract items within 5 business days of the request. This information will be provided at no charge to the user.

## 10. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor	Address	Contact / Phone / Fax / E-Mail
Gillig Corporation	25800 Clawiter Rd. Hayward, CA 94545	Brian MacLeod Phone: 800-735-1500 Fax: 510-785-6819 Email: <a href="mailto:bmacleod@gillig.com">bmacleod@gillig.com</a>
Eldorado National	9670 Galena St. Riverside CA 92506	Mike Ammann Phone: 800-362-1287 Fax: 909-591-5285 Email: <a href="mailto:mammann@eldorado-ca.com">mammann@eldorado-ca.com</a>

## 11. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 12. Contract Addenda

Addendum #	Effective Date	Change
1	June 5, 2008	Change in contract administrator
2	November 26, 2008	Eldorado price increases
3	December 3, 2008	Gillig price increases
4	October 9, 2009	Gillig price increases
5	September 20, 2011	Contract extended through March 22, 2012
6	December 19, 2011	Gillig price increases